



Docket No.: 1095.1295

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Application of:

Yoichi OIKAWA

Serial No. 10/781,636

Group Art Unit: 2874

Confirmation No. 4150

Filed: February 20, 2004

Examiner: Jennifer Doan

For: OPTICAL CROSS-CONNECT APPARATUS

**TERMINAL DISCLAIMER TO OBVIATE A DOUBLE
PATENTING REJECTION (37 C.F.R. §1.321(b))**

INTEREST AND TITLE OF PERSON MAKING THIS DISCLAIMER

I, William Herbert, represent that I am the authorized attorney of the Assignee identified below owning all of the interest in this application and am authorized to sign on behalf of the Assignee.

IDENTITY OF ASSIGNEE

The Assignee is FUJITSU LIMITED a corporation organized and existing under the laws of Japan, having its office and principal place of business at 1-1, Kamikodanaka, 4-chome, Nakahara-ku, Kawasaki-shi, Kanagawa 211-8588, Japan.

Pursuant to Rule 3.73(b), the Assignee is the current owner of the subject application pursuant to the Assignment identified below. The Assignee hereby certifies that the evidentiary documents of the chain of title, if applicable, have been reviewed and, to the best of Assignee's knowledge and belief, title is in the Assignee identified herein.

RECORD OF ASSIGNMENT IN PTO

The assignment of the above-referenced application was recorded at Reel 015010, Frame 0057.

DISCLAIMER

Assignee hereby disclaims the terminal part of any patent granted on the above-identified application which would extend beyond the expiration date of any patent granted on Serial No. 10/786,082 and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to any patent granted on Serial No. 10/786,082, the agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors or assigns.

Assignee does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term in the event any patent granted on Serial No. 10/786,082 expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. §1.321, has all claims canceled by a re-examination certificate, is reissued, or is otherwise terminated prior to the expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

FEE

Attached is the appropriate \$130 disclaimer fee set by 37 C.F.R. §1.20(d).

FUJITSU LIMITED

By: 

William Herbert

Attorney of Record, 37 CFR Section 1.321(b)(1)(iv)

Dated: 2/9/06



1095.295/WFH

AUG 30 2004

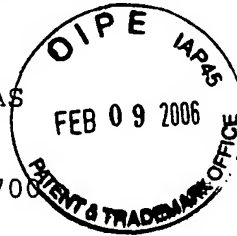
UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

AUGUST 20, 2004

STAAS & HALSEY LLP
WILLIAM F. HERBERT
1201 NEW YORK AVE., N.W., SUITE 700
WASHINGTON, D.C. 20005

PTAS



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UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 02/20/2004

REEL/FRAME: 015010/0057

NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).
DOCKET NUMBER: 1095.1295

ASSIGNOR:

OIKAWA, YOICHI

DOC DATE: 01/06/2004

ASSIGNEE:

FUJITSU LIMITED
1-1, KAMIKODANAKA, 4-CHOME
NAKAHARA-KU, KAWASAKI-SHI
KANAGAWA 211-8588, JAPAN

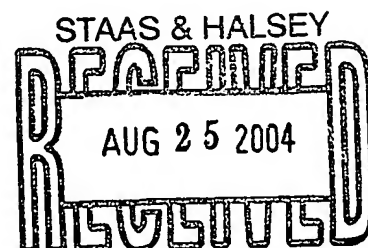
SERIAL NUMBER: 10781636

FILING DATE: 02/20/2004

PATENT NUMBER:

ISSUE DATE:

TITLE: OPTICAL CROSS-CONNECT APPARATUS



015010/0057 PAGE 2

LAZENA MARTIN, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

2-20-04

03-01-2004

FORM PTO-1595

RE

U.S. DEPARTMENT OF COMMERCE

2001 Staas & Halsey LLP

To the Honorable Commissioner of Pa

102681126

original documents or copy thereof.

1. Name of conveying party:

Yoichi OIKAWA

2. Name and Address of receiving party:

FUJITSU LIMITED

1-1, Kamikodanaka, 4-chome
Nakahara-ku, Kawasaki-shi
Kanagawa 211-8588 Japan



22858 U.S. PTO
10781636
022004

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other: _____

Execution Date(s): January 6, 2004

4. Application number(s) or patent number(s):

☒ This document is being filed together with a new application:

(a) The execution date(s) of the application is/are: January 6, 2004

(b) The title is: OPTICAL CROSS-CONNECT APPARATUS
OR

☐ This document is being filed after filing of the application:

(a) Patent Application No(s). / , filed ; or

(b) Patent No(s). , issued

10781636

5. Name and address of party to whom correspondence concerning document should be mailed:

STAAS & HALSEY LLP

Our Docket: 1095.1295

Attention: William F. Herbert

1201 New York Ave., N.W., Suite 700

Washington, D.C. 20005

02/25/2004 HTECKL01 00000025 10781636

6. Total number of applications and patents involved: 1

03 FC:8021

40.00 DP

7. Total fee (37 CFR 3.41)..... (\$ 40.00 per Assignment)

☒ Enclosed

☐ Authorized to be charged to deposit account.

8. Deposit Account No.: 19-3935 (Any underpayment is authorized to be charged to this Deposit Account)
(Attach duplicate copy of this page if paying by deposit account)

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

William F. Herbert, Reg. No. 31,024

Name of Person Signing

Signature

February 20, 2004

Date

Total number of pages including cover sheet: 2

DO NOT USE THIS SPACE

U.S. ASSIGNMENT

5&H 1/00

IN CONSIDERATION of the sum of One Dollar (\$1.00), and of other good and valuable consideration paid to the undersigned inventor(s) (hereinafter, "ASSIGNOR") by
(Insert Name(s) & Address(es) of ASSIGNEE(S))
FUJITSU LIMITED

1-1, Kamikodanaka 4-chome, Nakahara-ku, Kawasaki-shi, Kanagawa 211-8588 Japan

(hereinafter, "ASSIGNEE"), the receipt of which is hereby acknowledged, the undersigned ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the entire and exclusive right, title and interest to the invention entitled
(Title of Invention)
OPTICAL CROSS-CONNECT APPARATUS

relating to International Patent Application PCT/JP_____/_____ and/or for which application for Letters Patent of the United States was executed on even date herewith or, if not so executed, was:

(a) executed on _____; (Insert date of execution of application, if not concurrent)

(b) filed on _____

Serial No. ____/_____

Any registered attorney of STAAS & HALSEY LLP, 700 Eleventh Street, N.W., Washington, D.C. 20001 (202/434-1500) is hereby authorized to insert in (b) the specified data, when known.

and to said application and all Letters Patent(s) of the United States granted on said application and any continuation, division, renewal, substitute, reissue or reexamination application based thereon, for the full term or terms for which the said Letters Patent(s) may be granted and including any extensions thereof (collectively, hereinafter, "said application(s) and Letters Patent(s)").

The ASSIGNOR agree(s), when requested by said ASSIGNEE and without charge to but at the expense of said ASSIGNEE, to do all acts which the ASSIGNEE may deem necessary, desirable or expedient, for securing, maintaining and enforcing protection for said invention, including in the preparation and prosecution of said application(s) and the issuance of said Letters Patent(s), in any interference, reissue, reexamination, or public use proceeding, and in any litigation or other legal proceeding which may arise or be declared in relation to same, such acts to include but not be limited to executing all papers, including separate assignments and declarations, taking all rightful oaths, providing sworn testimony, and obtaining and producing evidence.

IN WITNESS WHEREOF, the undersigned inventor(s) has (have) affixed his/her/their signature(s).

(Typed Name & Signature of Inventor(s))

(Date)

(Typed Name & Signature of Witness(es))

1)	<u>Yoichi Oikawa</u> Yoichi OIKAWA	<u>Jan. 6, 2004</u>	<u>Yasuko Seki</u> Yasuko SEKI
2)	_____	_____	_____
3)	_____	_____	_____
4)	_____	_____	_____